

Fill in this information to identify the case:

Debtor 1 Erin Rena Ball
Debtor 2 Adam Christopher Ball
(Spouse, if filing)
United States Bankruptcy Court for the : Middle District of Pennsylvania
(State)
Case number 1:19-bk-04194-HWV

Official Form 410S1**Notice of Mortgage Payment Change****12/15**

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: M & T BankCourt claim no. (if known): 6Last four digits of any number you use to identify the debtors' account: XXXXXX1942Date of payment change:
Must be at least 21 days after date of this notice 4/1/2022*New total payment:
Principal, interest, and escrow, if any \$862.12**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtors' escrow account payment?**

- ☒ No
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment : \$ _____

Part 2: Mortgage Payment Adjustment**2. Will the debtors' principal and interest payment change based on an adjustment to the interest rate in the debtors' variable-rate account?**

- ☒ No
☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: %

New interest rate: %

Current principal and interest payment: \$ _____

New principal and interest payment: \$ _____

Part 3: Other Payment Change**3. Will there be a change in the debtors' mortgage payment for a reason not listed above?**

- ☐ No
☒ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change: Loan Modification

Current mortgage payment: \$ 1110.51
Current interest rate: 3.87500 %
Current p&i payment: \$ 623.32
Current escrow payment: \$ 487.19

New mortgage payment: \$ 862.12
New interest rate: 3.50000 %
New p&i payment: \$ 467.49
New escrow payment: \$ 394.63

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
☒ I am the creditor's authorized agent

I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/Ciro A Mestres Date 06/01/2022
Signature

Print: Ciro A Mestres Title Authorized Agent for Creditor
First Name Middle Name Last Name

Company McCalla Raymer Leibert Pierce, LLC

Address 1544 Old Alabama Road
Number Street
Roswell GA 30076
City State ZIP Code

Contact phone 678-281-6516 Email Ciro.Mestres@mccalla.com

*Under Rule 3002.1(b) of the Federal Rules of Bankruptcy Procedure, the holder of a claim shall file a notice of any change in payment amount, no later than 21 days before a payment in the new amount is due. Creditor requests that since the debtor's payment decreased on 4/1/2022 that the payment effective date is 4/1/2022.

In Re:

Erin Rena Ball
Adam Christopher Ball

Bankruptcy Case No.: 1:19-bk-04194-HWV
Chapter: 13
Judge: Henry W. Van Eck

CERTIFICATE OF SERVICE

I, Ciro A Mestres, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Erin Rena Ball
214 Lartry Drive
Red Lion, PA 17356

Adam Christopher Ball
214 Lartry Drive
Red Lion, PA 17356

Dawn Marie Cutaia
Fresh Start Law, PLLC
1701 West Market Street
York, PA 17404

(served via ECF Notification)

Jack N Zaharopoulos (Trustee)
Standing Chapter 13 Trustee
8125 Adams Drive, Suite A
Hummelstown, PA 17036

(served via ECF Notification)

Asst. U.S. Trustee
United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101

(served via ECF Notification)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 06/02/2022 By: /s/Ciro A Mestres
(date) Ciro A Mestres
Authorized Agent for Creditor



P.O. Box 619063, Dallas, TX 75261-9063
DO NOT SEND MAIL TO THIS ADDRESS.

Annual Escrow Account Disclosure Statement

Page 1 of 5
ERIN R BALL

ERIN R BALL
ADAM C BALL
214 LARTRY DR
RED LION PA 17356-8918

**Please review – important changes to
your mortgage loan payment.**

Loan Number [REDACTED]

Property Address:

214 Lartry Drive
Red Lion, PA 17356

Statement Date: 05/18/2022

New Payment Effective Date: 04/01/2022

Dear Erin R Ball and Adam C Ball,

Your relationship is important to us and we appreciate the opportunity to service your home financing needs. This statement provides details on your escrow account history, as well as our projections for your property tax and homeowner's insurance obligations for the next 12 months.

Based on our review, there is a shortage of funds in your escrow account, which was caused by changes in your taxes, insurance or escrow deposits. **Your mortgage payment is changing — please see details below.**

CHOOSE YOUR MORTGAGE PAYMENT OPTION:		Option 1 Pay your escrow shortage of \$92.74 in full now.	Option 2 Spread your escrow shortage of \$92.74 over the next 12 payments.
Payment Information	Current Monthly Payment	New Monthly Payment beginning on 04/01/2022	New Monthly Payment beginning on 04/01/2022
Principal & Interest:	\$467.49	\$467.49	\$467.49
Escrow Payment:	\$484.47	\$393.08	\$393.08
Escrow Shortage:	\$0.00	\$0.00	\$1.55
Total Payment:	\$951.96	\$860.57	\$862.12

To help you better understand your statement, as well as escrow accounts in general, please review the enclosed "Helpful Information" page or visit mtb.com/escrow-faqs. If you have any other questions, please call us at 1-800-411-7627, Monday-Friday, 8:30am-9:00pm ET, or write to us at M&T Bank, P.O. Box 1288, Buffalo, NY 14240.

Thank you for being our customer. We take great pride in being your mortgage partner.

**Quick and easy
payment options:**



ONLINE
at mtb.com



CALL
1-800-411-7627



STOP BY
any M&T branch

INTERNET REPRINT



If you'd like to pay your shortage in full, please submit this payment slip with your check to the address below or use one of the quick and easy payment options listed above. The funds will be applied immediately, however your mortgage statement may not reflect changes until the analysis effective date.

M&T BANK
PO BOX 64787
BALTIMORE MD 21264-4787

SHORTAGE PAYMENT SLIP

Borrower(s):

ERIN R BALL
ADAM C BALL

Loan Number [REDACTED]

Payment Amount Due: \$92.74

YOUR ACCOUNT HISTORY

Below are the previous escrow projections (including anticipated escrow activity that may occur before your New Payment Effective Date listed on page 1) and the actual escrow activity to date. Comparing the two can determine where a difference may have occurred.

Activity Summary

Month & Year	Projected Payment to Escrow	Actual Payment to Escrow	Description	Projected Disbursement	Actual Disbursement	Projected Balance	Actual Balance
Beginning Balance						\$1,477.92	-\$1,941.36
Dec 2020	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$1,847.40	-\$1,941.36
Dec 2020			Risk Bsd FHA		\$114.99 *	\$1,847.40	-\$2,056.35
Dec 2020			Hazard Ins		\$813.00 *	\$1,847.40	-\$2,869.35
Jan 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$2,216.88	-\$2,869.35
Jan 2021			Hazard Ins	\$730.00	*	\$1,486.88	-\$2,869.35
Jan 2021			Risk Bsd FHA		\$114.99 *	\$1,486.88	-\$2,984.34
Feb 2021	\$484.47	\$483.80 *	Risk Bsd FHA	\$114.99	\$114.99	\$1,856.36	-\$2,615.53
Mar 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$2,225.84	-\$2,615.53
Mar 2021			Risk Bsd FHA		\$111.73 *	\$2,225.84	-\$2,727.26
Mar 2021			County Tax		\$885.49 *	\$2,225.84	-\$3,612.75
Apr 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$2,595.32	-\$3,612.75
Apr 2021			County Tax	\$885.49	*	\$1,709.83	-\$3,612.75
Apr 2021			Risk Bsd FHA		\$111.73 *	\$1,709.83	-\$3,724.48
May 2021	\$484.47	\$483.80 *	Risk Bsd FHA	\$114.99	*	\$2,079.31	-\$3,240.68
May 2021			Risk Bsd FHA		\$111.73 *	\$2,079.31	-\$3,352.41
Jun 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$2,448.79	-\$3,352.41
Jun 2021			Risk Bsd FHA		\$111.73 *	\$2,448.79	-\$3,464.14
Jul 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$2,818.27	-\$3,464.14
Jul 2021			Risk Bsd FHA		\$111.73 *	\$2,818.27	-\$3,575.87
Aug 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$3,187.75	-\$3,575.87
Aug 2021			Risk Bsd FHA		\$111.73 *	\$3,187.75	-\$3,687.60
Aug 2021			School Tax		\$2,818.27 *	\$3,187.75	-\$6,505.87
Sep 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$3,557.23	-\$6,505.87
Sep 2021			School Tax	\$2,818.27	*	\$738.96	-\$6,505.87
Sep 2021			Risk Bsd FHA		\$111.73 *	\$738.96	-\$6,617.60
Oct 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$1,108.44	-\$6,617.60
Oct 2021			Risk Bsd FHA		\$111.73 *	\$1,108.44	-\$6,729.33
Nov 2021	\$484.47	*	Risk Bsd FHA	\$114.99	*	\$1,477.92	-\$6,729.33
Nov 2021			Risk Bsd FHA		\$111.73 *	\$1,477.92	-\$6,841.06
Dec 2021			Risk Bsd FHA		\$111.73 *	\$1,477.92	-\$6,952.79

The total amount of escrow payments received during this period was \$967.60 and the total escrow disbursements were \$7,184.83.

*Indicates a difference from a previous estimate either in the date or the amount of the deposit/disbursement.

(Continued on the following page)

YOUR ACCOUNT HISTORY (Continued)

Activity Summary (Continued)

Month & Year	Projected Payment to Escrow	Actual Payment to Escrow	Description	Projected Disbursement	Actual Disbursement	Projected Balance	Actual Balance
Dec 2021			Hazard Ins		\$874.00 *	\$1,477.92	-\$7,826.79
Jan 2022			Risk Bsd FHA		\$111.73 *	\$1,477.92	-\$7,938.52
Feb 2022			Risk Bsd FHA		\$111.73 *	\$1,477.92	-\$8,050.25
Mar 2022			Risk Bsd FHA		\$108.34 *	\$1,477.92	-\$8,158.59

**The total amount of escrow payments received during this period was \$967.60
and the total escrow disbursements were \$7,184.83.**

*Indicates a difference from a previous estimate either in the date or the amount of the deposit/disbursement.

Borrower Paid Mortgage Insurance Premium: Your mortgage loan requires a borrower paid mortgage insurance premium ("MIP"). MIP is insurance from the Federal Housing Administration ("FHA") that protects lenders against loss in the event a borrower defaults on a mortgage.

Effective for all loans closed on or after January 1, 2001, FHA annual MIP will be automatically cancelled under the following conditions:
Loans with FHA case numbers assigned before June 3, 2013:

- Mortgage loan terms greater than 15 years: the annual MIP will be cancelled when the loan to value ratio reaches 78%, provided the mortgagor has paid the annual mortgage insurance premium for at least five years.
- Mortgage loan terms less than or equal to 15 years with a loan to value ratio greater than 78%: the annual MIP will be cancelled when the loan to value ratio reaches 78%.

FHA will determine when you have reached the 78% loan to value ratio based on the lower of the sales price or appraised value at origination. New appraised values will not be considered. Cancellation of the annual mortgage insurance premium will normally be based on the scheduled amortization of the loan. However, in cases where additional payments have been applied to the loan balance as a prepayment, cancellation can be based on the actual amortization of the loan. If you have prepaid and believe you have met the requirements for cancelling the FHA insurance, please send a written request to us at P.O. Box 1288, Buffalo, NY 14240.

Loans with FHA case numbers assigned on or after June 3, 2013:

- Mortgage loan terms greater than 15 years with loan to value ratio greater than 90%: duration of the annual MIP is the loan term.
- Mortgage loan terms greater than 15 years with loan to value ratio less than or equal to 90%: duration of the annual MIP is 11 years.
- Mortgage loan terms less than or equal to 15 years with loan to value ratio greater than 90%: duration of the annual MIP is the loan term.
- Mortgage loan terms less than or equal to 15 years with loan to value ratio less than or equal to 90%: duration of the annual MIP is 11 years.

M&T Bank is attempting to collect a debt and any information obtained will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, M&T Bank retains rights under its security instrument, including the right to foreclose its lien.

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PROJECTED ESCROW PAYMENTS OVER THE NEXT 12 MONTHS

Anticipated Annual Disbursements

Taxes:	\$2,818.27
Hazard Ins:	\$874.00
Total:	\$3,692.27

As allowed by federal law (RESPA), our projections include an escrow reserve (or cushion) equal to two monthly escrow payments (excluding MIP/PMI), unless state law specifies a lower amount.

Projected Escrow Balance Summary

M&T Bank expects to pay \$3,692.27 over the next 12 months.

Here's how to calculate your new monthly escrow payment:

Total taxes and insurance:	\$3,692.27
Divided by 12 monthly payments:	\$393.08

***New Monthly Escrow Payment: \$393.08**

Anticipated Activity Summary

Projections for the coming year: The following summary shows anticipated activity in your escrow account for the next 12 months, which was used to calculate your payment above.

Month & Year	*Monthly Escrow Payment	Amount Scheduled to be Paid	Description	Projection Based on Current Balance	Projection Based on Required Balance
Beginning Balance				\$1,153.20	\$1,245.94
Apr 2022	\$393.08			\$1,546.28	\$1,639.02
May 2022	\$393.08			\$1,939.36	\$2,032.10
Jun 2022	\$393.08			\$2,332.44	\$2,425.18
Jul 2022	\$393.08			\$2,725.52	\$2,818.26
Aug 2022	\$393.08			\$3,118.60	\$3,211.34
Sep 2022	\$393.08	\$2,818.27	School Tax	\$693.41	\$786.15
Oct 2022	\$393.08			\$1,086.49	\$1,179.23
Nov 2022	\$393.08			\$1,479.57	\$1,572.31
Dec 2022	\$393.08			\$1,872.65	\$1,965.39
Jan 2023	\$393.08	\$874.00	Hazard Ins	\$1,391.73	\$1,484.47
Feb 2023	\$393.08			\$1,784.81	\$1,877.55
Mar 2023	\$393.08			\$2,177.89	\$2,270.63

Escrow Requirements, New Mortgage Payment and Anticipated Annual Disbursements:

Projected Beginning Balance	\$1,153.20
- Required Minimum Balance	\$1,245.94

Shortage Amount \$92.74

Your lowest monthly escrow balance for the next 12 months should reach \$786.15, which equals a total of two months' escrow payments. To reach this balance, your required escrow amount after your Mar 2022 payment should be \$1,245.94, whereas your actual escrow balance is \$1,153.20. The difference, \$92.74, represents the amount needed in your escrow account and will be spread over the next 60 payments unless this amount is paid in full.

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To help you better understand your statement, as well as escrow accounts in general, answers to some of the most frequently asked questions are listed below.

Q Why am I getting this statement?

A Mortgage lenders are required by regulations to perform an annual review of your account and provide a hard copy statement for your records.

Q How does an escrow account work?

A A mortgage escrow account allows you to pay ongoing property tax and homeowner's insurance costs within your monthly mortgage payments. These additional funds accumulate in your escrow account, managed by M&T, and we pay property taxes, homeowner's insurance and any mortgage insurance on your behalf when they are due.

Q How is my escrow payment determined?

A To determine the appropriate funds are collected for the escrow portion of your payment, we use the following calculation:

$$\begin{array}{l} 12 \text{ months of anticipated escrow payments,} \\ \text{accounting for any existing escrow balance} \\ + \text{escrow reserve} \\ \div 12 \\ \hline = \text{monthly escrow payment} \end{array}$$

The escrow reserve (or escrow cushion) is the amount of money collected to cover any unanticipated increases in your real estate tax or insurance premium payment. It acts as a buffer and helps to prevent your escrow account from being overdrawn. An escrow reserve exists on your account unless your mortgage documents or state law applies and is generally a two-month escrow payment.

Q What causes escrow payments to change from year to year?

A Your escrow payment may increase for several reasons. The most common reasons are:

- Increases in your property taxes, insurance premiums, or your property's tax assessment
- Changes in your insurance carrier or your tax due date
- Fewer deposits to escrow than expected

Even though taxes or insurance may go down from the previous year, it doesn't mean escrow payments will also decrease. Analysis calculations for tax and/or insurance are based on last amount(s) paid, or where applicable, from the prior servicer or from closing documents. If you have received more recently updated information from your tax assessor, please forward it to eta@mtb.com.

TIP: Municipalities offer a few common tax exemptions for disability, homestead, senior and veteran status. Check with your local tax office to see if you are eligible for these, or any other exemptions.

Q If there is an escrow shortage, what do I need to do?

A You are not required to pay the escrow shortage in full.

If you do not want to submit the full shortage amount, the escrow shortage will be spread equally over 12 months of payments and your new payment will be higher for the coming year.

If you choose to submit the full shortage amount (partial payments are not permitted), you have two payment options:

• **Online:** Log in to your M&T Online or Mobile Banking account, select your mortgage account and click the "View My Mortgage Info" button. At the top left of the next screen, select "Make A Payment." Your mortgage loan must be current to use this option.

• **By Mail:** Send a check, made payable to M&T Bank with "escrow shortage payment" and the loan number noted on the memo line, to: M&T Bank, Escrow Department, P.O. Box 64787, Baltimore, MD 21264-4787. If you are paying your escrow shortage, the funds will be applied immediately, however your mortgage statement may not reflect changes until the analysis effective date.

PLEASE NOTE: Paying the full shortage amount will adjust your account resulting in the smallest possible increase in your monthly mortgage payment amount. It's important to keep in mind that any increase in your real estate tax amounts and/or insurance premium(s) may cause your payment amount to change even if you pay your shortage amount.

Q Why do I have an escrow overage (surplus of funds) in my account?

A An overage occurs if the current funds and future payments to your escrow account are estimated to exceed the anticipated tax and insurance payments for the next 12 months (escrow analysis period). An overage may occur if taxes or insurance premiums were lower than estimated. When the escrow analysis is completed, the overage amount may be sent to you as a refund check. If the surplus is less than \$50, it will be credited to your payment.

Have additional questions? We're here to help.

Go to mtb.com/escrow-faqs for answers to other frequently asked questions.

Or call us at 1-800-411-7627 Monday – Friday, 8:30am – 9pm ET.

We appreciate your business. Thank you for giving us the opportunity to serve your financial needs.

True and Certified Copy of the Original
sent for Recordation

Prepared By:
M&T Bank
475 Crosspoint Pkwy
Getzville, NY 14068

After Recording Please Return To:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
800-777-8759

Property Address:
214 LARTRY DRIVE
RED LION, PA 17356

UPI/PIN/Tax

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17th day of March, 2022, between ERIN R. BALL AKA ERIN R GRIMM, A MARRIED WOMAN AND ADAM C. BALL, A MARRIED MAN ("Borrower") and M&T BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 11, 2013, in the amount of \$132,554.00 and recorded on January 17, 2013 in Book, Volume, or Liber No. 2212, at Page 4449 (or as Instrument No. 2013003535), of the Official (Name of Records) Records of York, PENNSYLVANIA (County and State, or other jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

214 LARTRY DRIVE, RED LION, PA 17356
(Property Address)

Loan Modification Agreement—Single Family— Fannie Mae Uniform Instrument
The Compliance Source, Inc.

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Form 3179 1/01 (rev. 4/14)
23793PA 10/01 Rev. 10/21

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **April 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$104,107.68**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.500%**, from **March 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$467.49**, beginning on the 1st day of **April, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.500%** will remain in effect until principal and interest are paid in full. If on **March 1, 2052** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of

this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is

presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number,

including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☒.

Erin R Ball AKA Erin R Grimm
Borrower - ERIN R. BALL AKA ERIN R GRIMM

Date: 3/28/22

Adam C Ball
Borrower - ADAM C. BALL

Date: 3/28/22

Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is **ONE M&T PLAZA, BUFFALO, NY 14203.**

M&T BANK

By: 

Michael Emilianowicz
Assistant Vice President

Its: _____

ACKNOWLEDGMENT

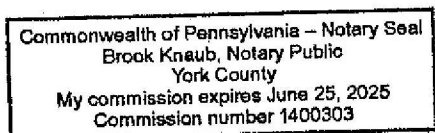
State of Pennsylvania

County of York

§
§
§

On this 28th day of March, 2022,
before me, the undersigned officer, personally appeared **ERIN R. BALL AKA ERIN R GRIMM AND ADAM C. BALL**, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein.

In witness whereof, I hereunto set my hand and official seal.



[Signature]
Notary Public

Brook Knaub
Printed Name

Notary Public
Title of Officer

(Seal)

My Commission Expires: June 25 2025

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BANKRUPTCY DISCLOSURE RIDER

THIS BANKRUPTCY DISCLOSURE RIDER is given on the 17th day of March, 2022, and is incorporated into and shall be deemed to amend and supplement the Note and Security Instrument "Mortgage/Deed of Trust" of the same date made by ERIN R. BALL AKA ERIN R GRIMM, A MARRIED WOMAN AND ADAM C. BALL, A MARRIED MAN* (the "Borrower") and M&T BANK (the "Lender"), covering the property described in the Note and Security Instrument located at:

214 LARTRY DRIVE, RED LION, PA 17356

In addition to covenants and agreements made in the Note and Security Instrument, Borrower and Lender covenant and agree as follows:

1. Borrower has filed for a Chapter 13 bankruptcy and, Lender's final approval of the Note and Security Instrument is contingent upon approval by the bankruptcy court, if required.
2. AFTER execution of the Note and Security Instrument, the bankruptcy court may award the Borrower a Chapter 13 bankruptcy discharge upon completion of the Chapter 13 plan payments.
3. Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Note, Security Instrument and this Bankruptcy Disclosure Rider, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Except as otherwise specifically provided in this Bankruptcy Disclosure Rider, the terms of the Note and Security Instrument will remain unchanged and in full effect.

Erin R. Ball AKA Erin R. Grimm
Borrower - ERIN R. BALL AKA ERIN R GRIMM

Date: 3/28/22

Adam C. Ball
Borrower - ADAM C. BALL

Date: 3/28/22

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
M&T BANK

By: 

Michael Emilianowicz
Assistant Vice President

-Lender

4/11/22
Date of Lender's Signature

ACKNOWLEDGMENT

State of New York §

County of Erie §

On this 11 day of April in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared

Michael Emilianowicz

the

Assistant Vice President

personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Getzville

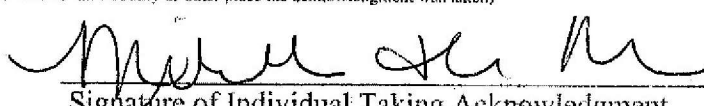
in

Erie County NY

(insert the city or other political subdivision)

(and insert the State and County or other place the acknowledgment was taken)

MIRANDA JUDITH KRAUS
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01KR6390274
COMM. EXP. 04/15/2023


Signature of Individual Taking Acknowledgment

Miranda Judith Kraus
Printed Name

Notary Public
Office of Individual Taking Acknowledgment

My Commission Expires: 4/15/2023

(Seal)

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.

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Form 3179 1/01 (rev. 4/14)
23703PA 10/01 Rev. 10/21
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GRIMM, A MARRIED WOMAN AND ADAM C. BALL, A MARRIED MAN, Secretary of Housing and Urban Development.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Erin R. Ball AKA Erin R. Grimm
Borrower - ERIN R. BALL AKA ERIN R GRIMM

Date: 3 / 28 / 22

Adam C. Ball
Borrower - ADAM C. BALL

Date: 3 / 29 / 22

Certificate of Residence:

I certify that the address of the foregoing mortgagee is 451 Seventh Street, SW, Washington, DC 20410.

**M&T Bank in its capacity as Servicer/Agent
for Secretary of Housing and Urban
Development**

By: 

**Michael Emilianowicz
Assistant Vice President**

Title: _____

EXHIBIT A

**BORROWER(S): ERIN R. BALL AKA ERIN R GRIMM, A MARRIED WOMAN AND
ADAM C. BALL, A MARRIED MAN**

LOAN NUMB 

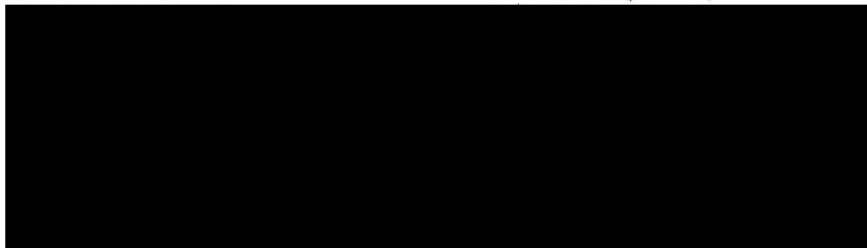
LEGAL DESCRIPTION:

STATE OF PENNSYLVANIA, COUNTY OF YORK, AND DESCRIBED AS FOLLOWS:

**ALL THAT CERTAIN FOLLOWING DESCRIBED LOT OF GROUND, SITUATE IN
WINDSOR TOWNSHIP, COUNTY OF YORK, COMMONWEALTH OF
PENNSYLVANIA, KNOWN AS LOT 137, MILNER HEIGHTS PHASE I, BOUNDED
AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON NORTH SIDE OF A
FIFTY (50) FOOT WIDE STREET KNOWN AS LARTRY DRIVE, SAID POINT BEING
NORTH SIXTY-THREE (63) DEGREES TWENTY (20) MINUTES THIRTY (30)
SECONDS EAST, ONE HUNDRED FORTY-FIVE AND ZERO ONE-HUNDREDTHS
(145.00) FEET FROM THE NORTHEAST CORNER OF SAID LARTRY DRIVE AND A
SIXTY (60) FEET WIDE STREET KNOWN AS MILNER DRIVE; THENCE ALONG
LOT NOS. 138 AND 139, NORTH TWENTY-SIX (26) DEGREES THIRTY-NINE (39)
MINUTES, THIRTY (30) SECONDS WEST, ONE HUNDRED FIFTY AND ZERO ONE-
HUNDREDTHS (150.00) FEET TO A POINT; THENCE ALONG LOT NO. 141, NORTH
SIXTY-THREE (63) DEGREES TWENTY (20) MINUTES THIRTY (30) SECONDS
EAST, EIGHTY AND ZERO ONE-HUNDREDTHS (80.00) FEET TO A POINT;
THENCE ALONG LOT NO. 136, SOUTH TWENTY SIX (26) DEGREES THIRTY-NINE
(39) MINUTES THIRTY (30) SECONDS EAST, ONE HUNDRED FIFTY AND ZERO
ONE-HUNDREDTHS (150.00) FEET TO A POINT ON THE NORTH SIDE OF ABOVE
MENTIONED LARTRY DRIVE; THENCE ALONG THE NORTH SIDE OF SAID
LARTRY DRIVE, SOUTH SIXTY-THREE (63) DEGREES TWENTY (20) MINUTES,
THIRTY (30) SECONDS WEST, EIGHTY AND ZERO ONE-HUNDREDTHS (80.00)
FEET TO A POINT THE PLACE OF BEGINNING.**

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.

Form 3179 1/01 (rev. 4/14)



UPI/PIN/Tax I



ALSO KNOWN AS: 414 LAKTRY DRIVE, RED LION, PA 17356

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
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Form 3179 1/01 (rev. 4/14)

